

**RECORD OF PUBLIC BID OPENING**

**SECURITY SERVICE  
REQUISITION # C-135320**

**STATUS: CANCELLED**

			Bidder	Bidder
			M & T Patrol Services PO Box 5185 Boise, ID 83705	CAN-ADA Security, Inc. 23502 Hwy. 30 Caldwell, ID 83607
ITEM NO.	QUANTITY	DESCRIPTION	TOTAL COST	TOTAL COST
1	12 month – Period	Security Services at District 3 Complex	\$17,400	\$25,200

**RECORD OF PUBLIC BID OPENING**

**SECURITY SERVICE  
REQUISITION # C-135320**

**STATUS: UNDER EVALUATION**

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**IDAHO TRANSPORTATION DEPARTMENT**  
**INVITATION TO BID**

**SECURITY SERVICE**  
**DISTRICT 3**

October 9, 2008

Idaho Transportation Department  
Business and Support Management Purchasing Unit  
3311 West State Street  
Boise, Idaho 83703

**REQUISITION #: C 135320**

**ALL sealed bids must be received by 5:00 pm on October 24, 2008. Sealed bids will be opened at 10:30 am on October 27, 2008** at Business and Support Management Purchasing Unit, at 3311 West State Street in Boise. The scope of work consists of providing nightly security patrol at the District 3 complex, located in Boise, Idaho at 8150 Chinden Blvd.

A **Mandatory Pre-Bid Conference** will be held October 20, 2008 @ 10:00 am, at ITD District 3 Regional Large Conference Room, located at 8150 Chinden Blvd, Boise, Idaho. All questions are due at this time. Bids will not be accepted from vendors not in attendance.

Contact Kathy Chase, Business & Support Manager for clarification of bid requirements at (208) 334-8752.

Fax ALL questions regarding bid specifications to: (208) 334-8824

**FOR BID RESULTS:**

**<http://itd.idaho.gov/business/business.htm>**

**Below the section titled: Bid and Contract Information**

**Select: ITD Goods and Services**

**RETURN BID IN A SEALED ENVELOPE CLEARLY MARKED AS SHOWN:**

**Requisition #: C 135320**

**Bid Close Date: 10/24/08 – 5:00 PM      Bid Open Date: 10/27/08 – 10:30 AM**

**Item Bidding: SECURITY SERVICES – DISTRICT 3**

**Mailing Address**

Idaho Transportation Department  
Business and Support Management Purchasing Unit  
(3311 W State St – 83703)  
P.O. Box 7129  
Boise, Idaho 83707-1129

**INVITATION TO BID  
SECURITY SERVICE  
DISTRICT 3**

**REQUISITION NO. C 135320**

**1. SCOPE OF WORK**

The scope of work is to provide nightly security patrol at the District 3 complex. A licensed and bonded, uniformed security guard(s) will be required to:

- patrol the complex three times per weeknight and four times per 24 hour period on weekends and state holidays,
- walk through main office building checking doors and turning off any extra lights,
- drive through the yard and check gates and doors on other buildings,
- check for keys in ignition of state vehicles and for unauthorized vehicles that do not have an ITD license plate
- record license numbers of unauthorized vehicles,
- ask unknown persons, who they are, write the response and enter it in a logbook.

The Security Company shall provide District 3 with nightly patrol sheets.

Location of District 3 Complex:       8150 Chinden Blvd  
Boise, Idaho 83714

The work shall commence November 1, 2008 and

A **Mandatory Pre-Bid Conference** will be held October 20, 2008 @ 10:00 am, at ITD District 3 Regional Large Conference Room, located at 8150 Chinden Blvd, Boise, Idaho. All questions are due at this time. Bids will not be accepted from vendors not in attendance.

After the contract has been awarded and before work commences the vendor shall attend a pre-operation meeting with the Project Manager to discuss the work performance requirements.

Project Manager is:

**Dan Bryant , 208-334-8348**

**2. PATROL GUARDS**

The vendor shall furnish licensed and bonded, uniformed security guards for drive-through patrol services. The selected guards will be qualified, competent, careful and efficient employees. The wishes of District 3 will be respected at all times consistent with good judgment in employing, retaining, and removing guards to fulfill the security requirements.

All Guards shall perform the patrol services in a professional manner according to the customs and standards of the industry and the particular policies and procedures established by the vendor.

The vendor shall be solely responsible for the direct supervision of the guards through its officers and chain of command, and such officers will in turn be available at all times to report and confer with District 3 (or the District's designated representative) regarding the security services.

### **3. RULES AND REGULATIONS**

In addition to the industry standards and the policies and procedures established by the vendor, Guards shall follow any rules or regulations issued by District 3. Rules and regulations issued by District 3 will be provided to the vendor for approval prior to becoming effective. Provided, further, that nothing in this paragraph shall prohibit District 3 from issuing temporary or spontaneous instructions to Guards, which shall be followed so long as such instructions do not violate either industry standards or the good judgment of the Guard.

### **4. EQUIPMENT**

The vendor shall furnish vehicles, uniforms, and equipment including badges and other appropriate accessories without additional cost to District 3.

### **III. BID GUIDELINES**

#### **1. INFORMATION GIVEN PRIOR TO AWARD**

Oral explanations, instructions and interpretations given to bidders prior to award of contract will not be binding. It is the Department's intent to provide all bidders equal opportunity to access and acquire all available pertinent information necessary to formulate a responsive bid. Any information, specifications, plans, data or interpretations which the Department discovers is lacking and may be important to all bidders, will be furnished to all bidders in the form of an addendum, the receipt of which shall be acknowledged.

#### **2. PERFORMANCE**

Submission of a bid by any Vendor shall be accepted as prima facie evidence that they have satisfied themselves as to the nature and location of the work and all other matters, which can in any way affect the work or cost thereof under the contract. Any failure of the Vendor to acquaint themselves with all available information, including a physical survey of the site of the proposed work, shall not relieve them from successfully performing all the work required.

#### **3. BIDDING REQUIREMENTS AND CONDITIONS**

Sealed Bids will be received at the time and place stated in this bid document. Timely receipt of Bids will be determined by the date and time the Bid is received at the address specified. Hand delivery is encouraged to ensure timely receipt. No bids will be accepted after the time indicated. All material that is submitted in accordance with this solicitation becomes the property of the State of Idaho and will not be returned.

The bidder shall submit their bid upon the forms furnished by the Department. The bidder shall complete the bid schedule as noted in this bid document. In the event of a discrepancy between unit bid prices and extensions, the unit bid price shall govern. All figures shall be written in ink or typed. Penciled entries will not be accepted. If entries are in pencil, the bid shall be considered irregular and the bid will be rejected.

The bidder's bid shall be signed with blue ink by the individual, by one or more members of the partnership, by one or more members or officers of each firm representing a joint venture, by one or more officers of a corporation, or by an agent of the bidder legally qualified and acceptable to the State. If the bid is made by an individual, their name and post office address shall be shown; by a partnership, the name and post office address of each partner shall be shown; as a joint venture, the name and post office address of each member or officer of the firms represented by the joint venture shall be shown; by a corporation, the name of the corporation and the business address of its corporate officials shall be shown.

#### 4. IRREGULAR BIDS

Bids will be considered non-responsive and shall be rejected for the following reasons:

1. If the Bid Form(s) are on a form other than that furnished by the State or if the form is altered or any part thereof is detached.
2. If there are unauthorized additions, conditional or alternate bids, omission of addenda, or irregularities of any kind, which tend to make the bid incomplete, indefinite, or ambiguous as to its meaning.
3. If the bidder adds any provisions reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.
4. If the Bid Schedule does not contain a unit price for each pay item listed except in the case of alternate pay items.
5. If the Bid Documents are not sealed, when received by the Department.
6. If the Signature Page is not signed in **BLUE** ink.
7. If Addendums are not **signed, dated** and returned with the Bid Documents.
8. If the required, **Public Works** License Number(s) is not inserted on the Signature Page.
9. If the Vendors Federal Identification number is not inserted on the Signature Page.

#### 5. DISQUALIFICATION OF BIDDERS

Any of the following reasons may be considered as being sufficient for the disqualification of a bidder and the rejection of their bid or bids:

1. More than one bid, for the same work from an individual, partnership or corporation under the same name or a different name.
2. Evidence of collusion among bidders. Participants in such collusion will receive no recognition as bidders for any future work of the State until any such participant shall have been reinstated as a qualified bidder.

#### 6. CONSIDERATION OF BIDS AND METHOD OF CONTRACT AWARD

After the bids are opened and read, they will be compared on the basis of the summation of the products of the approximate quantities shown in the bid schedule by the unit bid prices. The results of such comparisons will be available at <http://itd.idaho.gov>, "Doing Business with ITD, Bid and Contractor Information, ITD Goods and Services". ITD reserves the right to reject any or all bids, to waive

technicalities, to advertise for new bids, or to proceed to do the work otherwise, if, in the judgment of the Department, and is in the best interest of the State.

The right is reserved to reject any or all bids, to waive technicalities, to advertise for new bids, or to proceed to do the work otherwise, if, in the judgment of the Department, it is in the best interest of the State.

Contract award will be made based on the total extended price of all bid items. The award will be all or none to one bidder, however the State reserves the right to award all or selective amounts of bid items.

## **IV. TERMS AND CONDITIONS**

### **1. CONTRACT TERM**

The contract term will be for a (1) one year period with an option to renew for (2) one-year periods at the same terms and conditions. The Vendor shall not sublet, sell, transfer, assign or otherwise dispose of the Contract or Contracts or any portion thereof, or of the Vendor's right, title or interest therein.

### **2. PAYMENT REQUIREMENTS**

Upon satisfactory completion of services specified, the Vendor may be paid monthly and after receipt of invoices. Payments otherwise due may be withheld for substandard or defective work not remedied.

### **3. CHANGES**

The Department reserves the right to revise the "Work Locations and Schedule" and to make other changes within the general Scope of Work as may be deemed necessary to best serve the interests of the Department. Changes in compensation, which may result from such revisions, shall be documented by formal Change Order to the contract and approved by the District Engineer and the Purchasing Agent.

### **4. CLAIMS FOR ADJUSTMENT AND DISPUTES**

If the vendor believes that additional compensation is due them for work or material not clearly covered in the contract, or not ordered as extra work, as defined herein, they shall prosecute their claim in the following manner.

Prior to doing the work on which they believe additional compensation is due them, the vendor shall notify the District Engineer in writing of their intent to file a claim. If such notification is not given, then the vendor shall thereby waive their right to any claim for such additional compensation.

At a minimum, the detailed letter shall include a narration of events, citing of entitlement and a showing of the amount of compensation and/or adjustment of time believed due. Full documentation for all elements in the letter shall be included. The claim will be considered and a determination made. The District Engineer will notify the Vendor in writing of the decision.

The decision will be final and conclusive unless, within thirty (30) days from receipt of the District Engineer, the Vendor submits an appeal in writing to the Department Purchasing Agent. All pertinent information, references, arguments and data to support the claim shall be included. The Purchasing Agent will review the claim and the Vendor will be notified by mail. This decision will be final and conclusive. Pending final decision of a dispute hereunder the Vendor shall proceed diligently with performance of the contract.

## **7. FORCE MAJEURE**

Neither party shall be liable or deemed to be in default for any Force Majeure delay in shipment or performance occasioned by unforeseeable causes beyond the control and without the fault or negligence of the parties, including, but not restricted to, acts of God or the public enemy, fires, floods, epidemics, quarantine, strikes, freight embargoes, or unusually severe weather, provided that in all cases the Vendor shall notify the State promptly in writing of any cause for delay and the State concurs that the delay was beyond the control and without the fault or negligence of the Vendor. The period for the performance shall be extended for a period equivalent to the period of the Force Majeure delay. Matters of the Vendor's finances shall not be a Force Majeure.

## **8. COMPLIANCE**

If the Department registers a formal and written complaint by certified mail, with the Vendor in respect to undesirable or unsatisfactory conditions, the Vendor will have 72 hours in which to respond in person to the complaint to remedy the problem(s). Failure to respond in the prescribed time to the complaint or to remedy the problem may result in termination of the contract as provided in Section 9 TERMINATION.

If the Department is not satisfied with the results and remediation of the complaint, the Project Manager may require periodic and joint inspections of the area with the Vendor to discuss and point out Vendors violations. Failure of the Vendor to attend these inspections may result in termination of the contract.

## **9. TERMINATION**

Should the Vendor neglect to prosecute the work properly, or fails to perform any provision of the contract, the Department, after seven (7) days from written notice to the Vendor, may without prejudice to any other remedy they may have, make good the deficiencies and may deduct the cost thereof from the payment then or thereafter due to the Vendor or, at its option, may terminate the contract.

## **10. INDEMNIFICATION**

The Vendor shall indemnify, save harmless, and defend regardless of outcome, the State from the expenses of and against all suits, actions, claims, or costs, expenses, and attorney fees that may be incurred because of any injuries or damages received or sustained by any person, persons, or property on account of the operations of the Vendor; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in the work; or because of any act or omission, neglect, or misconduct of the Vendor; or because of any claims or amounts recovered from any infringements of patent, trademark, or copyright; or from any claims or amounts arising or recovered under the Worker's Compensation Act or any other law, ordinance, order or decree.

## **11. ILLEGAL ALIENS**

The Vendor warrants that any contract resulting from this solicitation is subject to Executive Order 2006-04 ([http://gov.idaho.gov/mediacenter/execorders/eo06/eo\\_2006-40.html](http://gov.idaho.gov/mediacenter/execorders/eo06/eo_2006-40.html)); it does not knowingly hire or engage any illegal aliens or persons not authorized to work in the United States; it takes steps to verify that it does not hire or engage any illegal aliens or persons not authorized to work in the United State; and that any misrepresentation in this regard or any employment of person not authorized to work in the United States constitutes a material breach and shall be cause for termination of its contract.

## **12. INSURANCE REQUIREMENTS**

The Vendor shall carry such public liability and property damage insurance that will protect them and the State of Idaho from claims for damages for bodily injury, including accidental death, as well as for claims for property damages, which may arise from operations under the contract whether such operations be by themselves or by anyone directly or indirectly employed by either of them.

The Vendor shall not commence work under the contract until he obtains all insurance required under this provision and furnishes a certificate or other form showing proof of current coverage to the State. All insurance policies and certificates must be signed copies. After work commences, the Vendor will keep in force all required insurance until the contract is terminated.

The following is a brief explanation of the required insurance coverage's.

1. Worker's Compensation. The VENDOR and all employers providing work, labor or materials under this contract, are subject employers under the Idaho Worker's Compensation Law, and shall comply with Idaho Statutes regarding Worker's Compensation.

For the duration of this Contract, and until all work specified herein is complete, the VENDOR and all employers providing work, labor or materials under this contract, shall provide Idaho Worker's Compensation coverage that satisfies Idaho law for all their subject workers.

The VENDOR must provide either a Certificate of Idaho Workers' Compensation Insurance issued by a surety licensed to write Idaho Workers' Compensation Insurance in the State of Idaho, as evidence that the VENDOR has in effect a current Idaho Workers' Compensation Insurance policy, or an extraterritorial certificate approved by the Idaho Industrial Commission from a State that has a current reciprocity agreement with the Industrial Commission.

2. Employer's Liability. This coverage is written in conjunction with Worker's Compensation and provides insurance for the employer's liability to its employees in circumstances where the injury is not covered by the Worker's Compensation law and the employer may be subject to common law liability. Employer's liability insurance shall be a minimum amount of \$100,000 per occurrence.

3. Liability Insurance. For the duration of the Contract and until all work specified in the Contract is completed, the VENDOR shall have and maintain, at VENDOR'S expense, the liability insurance set forth below and shall comply with all limits, terms and conditions of such insurance. Work under this Contract shall not commence until evidence of all required insurance is provided to the Department. Evidence of insurance shall consist of a completed certificate of insurance signed by the insurance agent for the VENDOR and made a part of this Contract.
4. Commercial General Liability Insurance. The VENDOR shall have and maintain Commercial General Liability (CGL) Insurance covering bodily injury and property damage. This insurance shall include personal injury liability coverage; blanket contractual liability coverage for the indemnity provided under this Contract and products/completed operations liability. The combined single limit per occurrence shall not be less than \$1,000,000 or the equivalent. Each annual aggregate limit shall not be less than \$1,000,000, when applicable, and will be endorsed to apply separately to each job site or location.
5. Automobile Liability Insurance The Vendor shall obtain, at the Vendor's expense, and keep in effect during the entire term of the contract, Automobile Liability Insurance covering owned, non-owned and hired vehicles. This coverage may be written in combination with Commercial General Liability Insurance. Combined single limit per occurrence shall not be less than \$500,000.00.

Additional Requirements:

State of Idaho as Additional Insured: The liability insurance coverage required for performance of the Contract shall include the State of Idaho, the Idaho Transportation Department and its division, officers and employees as additional insured, but only with respect to the VENDOR'S activities to be performed under this Contract.

Notice of Cancellation or Change: The VENDOR shall ensure that all policies of insurance are endorsed to read that there shall be no cancellation, material change, potential exhaustion of aggregate limits or intent not to renew insurance coverage(s) without sixty (60) days prior written notice from the VENDOR or its insurer to the Idaho Transportation Department. VENDOR shall further ensure that all policies of insurance are endorsed to read that any failure to comply with the reporting provisions of this insurance, except for the potential exhaustion of aggregate limits, shall not affect the coverage(s) provided to the State of Idaho, Transportation Department and its divisions, officers and employees.

**ATTACHMENTS**

Bid Schedule  
Signature Page  
Vendor's Affidavit

**BID SCHEDULE**  
**SECURITY SERVICE**  
**REQUISITION # C-135320**

Each Bid item shall be filled in completely by the Vendor in the bid schedule, by indicating **total dollars and cents** under Total Cost. All costs, including hourly rates will be included here and will be fully burdened to include, but not limited to, wages, transportation, lodging, overhead, and per-diem. All figures shall be written in ink or typed. Penciled entries will not be accepted; bids will be considered irregular and rejected.

**Vendor Name:** \_\_\_\_\_

ITEM NO.	QUANTITIY	DESCRIPTION	TOTAL COST
1	12 month – Period	Security Services at District 3 Complex	\$

Security contract will be for one (1) year with the option to renew for two (2) additional one (1) year periods, upon approval of the State.

**AWARD TO BE ALL "OR NONE"**

**THIS PAGE MUST BE SIGNED IN BLUE INK & RETURNED WITH YOUR BID**

**Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

**IDAHO TRANSPORTATION DEPARTMENT**  
**SIGNATURE PAGE**

October 9, 2008

Idaho Transportation Department  
Business and Support Management Purchasing Unit  
3311 West State Street  
Boise, Idaho 83703

**REQUISITION #: C-135320**

**TITLE: Security Service – District 3**

This ITB response is submitted in accordance with all documents and provisions of the specified Bid Number and Title detailed above. By my signature below I accept the terms and conditions as incorporated into this solicitation. As the undersigned, I certify I am authorized to sign and submit this response for the Bidder or Offeror.

FEDERAL IDENTIFICATION # \_\_\_\_\_

Company Name: \_\_\_\_\_

State of Domicile: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

If not domiciled in the State of Idaho, please provide an address where business is conducted in the State of Idaho:

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Bidder Signature/Authorized Signature

\_\_\_\_\_

Name (Please Print) \_\_\_\_\_

BY SIGNING, BIDDER ACKNOWLEDGES ITS RESPONSIBILITY FOR ANY ADDENDA THAT HAVE BEEN ISSUED FOR THIS SOLICITATION AND WILL COMPLY WITH ALL THE TERMS, CONDITIONS, AND SPECIFICATIONS OF THIS SOLICITATION.

**THIS PAGE MUST BE SIGNED, WITH AN ORIGINAL SIGNATURE, AND RETURNED WITH YOUR BID DOCUMENTS!**

**CONTRACTOR'S AFFIDAVIT**  
**CONCERNING ALCOHOL AND DRUG-FREE WORKPLACE**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The undersigned being duly sworn upon oath, deposes and says that

\_\_\_\_\_ complies with the provisions of Section 72-1717 Idaho

(Contractor Name)

Code (Drug Free Workplace program); that \_\_\_\_\_ provides a

(Contractor Name)

drug-free workplace program that complies with the provisions of Idaho Code, Title 72,  
Chapter 17 and will maintain such program throughout the life of a state construction contract  
and that \_\_\_\_\_ shall subcontract work only to subcontractors meeting

(Contractor Name)

the requirements of Idaho Code, Section 72-1717(1)(a).

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Address

By: \_\_\_\_\_

(Signature)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2008

\_\_\_\_\_  
NOTARY PUBLIC for \_\_\_\_\_

Residing at \_\_\_\_\_

My commission expires on: \_\_\_\_\_

**THIS PAGE MUST BE RETURNED WITH YOUR BID DOCUMENTS**

## BIDDERS RESPONSIBILITY PAGE

**PLEASE NOTE:** the following documents, IF APPLICABLE TO YOUR BID, must be returned to the Idaho Transportation Department Purchasing Section to allow your bid to be considered.

In order for your bid to be considered, the following must be included with your bid.

- 1) Affidavit of Alcohol and Drug Free Workplace Program
- 2) **“Signature Page”**
  - Page signed with an original signature in blue ink
- 3) **Bid Schedule** must be completed and signed with an original signature in blue ink
- 4) **All Addenda** Must be Signed (in blue ink) and returned with your Bid Documents. It is the Bidder’s responsibility to verify if an addendum was issued.
- 5) **ALL BIDS** must be submitted in a sealed envelope with the Requisition Number, Bid Open Date, and Project Name clearly marked on the outside of the envelope.
- 6) **NO BID ADJUSTMENTS WILL BE ACCEPTED:** Any changes made to a bid must be submitted as a separate bid and all rules remain in effect. ALL REQUIRED paperwork must be re-submitted.